

CITY OF SPRINGDALE  
Committee Agendas  
Tuesday, January 2, 2018  
Multipurpose Room #236  
City Administration Building  
Meetings begin at 5:30 p.m.

Health, Sanitation & Property Maintenance Committee by Chairman Jim Reed:

1. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 215 W. Maple Ave.; to declare an emergency and for other purposes. Item to be presented by Ernest Cate, City Attorney. **Item tabled from 12-4-2017 meeting. (2-8)**

Finance Committee by Chairman Jeff Watson:

2. **An Ordinance** authorizing the City of Springdale Public Works Department to renew a contract for uniforms with Cintas Corporation; to waive competitive bidding; and for other purposes. Item to be presented by Sam Goade, Director of Public Works. **Item tabled from 12-4-2017 meeting. (9-17)**
3. **A Resolution** authorizing the execution of an agreement for transit services. Item to be presented by Wyman Morgan, Director of Administration and Finance. **(18-19)**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION)  
AND REMOVAL OF A CERTAIN RESIDENTIAL  
STRUCTURE WITHIN THE CITY OF SPRINGDALE,  
ARKANSAS, LOCATED AT 215 W. MAPLE AVE.; TO  
DECLARE AN EMERGENCY AND FOR OTHER  
PURPOSES.**

**WHEREAS**, Perry O. and Marjorie Hollis, are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

LOT 25 & PT LOTS 26 THRU 31 (PT NE NW 1-17-30) FURTHER DESCRIBED IN WD 683-394:

Beginning at a point which is 62 rods and 4 feet and 6 inches West of the Southeast Corner of the SE 1/4 of the SW 1/4 of Section 36 in Township 18 North, of Range 30 West, and from thence running South 24 rods; thence West 109 feet and 6 inches; thence running North 24 rods, and from thence running East 109 feet and 6 inches to the beginning point; being a part of the N 1/2 of the NW 1/4 of Section 1, Township 17 North of Range 30 West, and being in the City of Springdale, Arkansas. AND ALSO: Part of the N 1/2 of the NW 1/4 of Section 1 in Township 17 North of Range 30 West, described as beginning at a point which is 68 rods and 15 feet West of the Southeast corner of the SW 1/4 of Section 36 in Township 18 North of Range 30 West and running West 73 feet; thence South 200 feet; thence East 13 feet to the place of beginning to the lands to be conveyed; thence South 213 feet and 10 inches; thence East 60 feet; thence North 213 feet 10 inches; thence West 60 feet to the place of beginning. ALSO (from WD 708-123): Part of the NW 1/4 of Section 1, Township 17 North, Range 30 West, described as beginning at a point 73 rods and 5 1/2 feet West of the Southeast corner of the SW 1/4 of Section 36 Township 18 North, Range 30 West and running South 200 feet for a beginning point to the land herein intended to be conveyed, and running thence East 13 feet; thence South 220 feet; thence West 145 feet; thence North 220 feet; thence East 8 rods or to the place of beginning. ALSO (from WD 1051-338): Part of the N 1/2 of the NW 1/4 of Section 1, Township 17 North, Range 30 West. Being more particularly described as follows: From the Southeast corner of the SW 1/4 of Section 36, Township 18 North, Range 30 West, run West 1027.5 feet; thence South 396 feet; thence West 60.97 feet to the POINT OF BEGINNING. Thence run West 58.53 feet; thence South 8.04 feet; thence North 82°10'45" East 59.08 feet to the POINT OF BEGINNING. LESS & EXCEPT (WD 1051-339): Part of the N 1/2 of the NW 1/4 of Section 1, Township 17 North, Range 30 West. Being more particularly described as follows, to-wit: From the Southeast Corner of the SW 1/4 of Section 36, Township 18 North, Range 30 West run West 1027.5 feet, thence South 396.0 feet to the POINT OF BEGINNING: thence run West 59.97 feet; thence North 82°10'45" East 54.45 feet; thence South 7.0 feet to the POINT OF BEGINNING. ALSO LESS & EXCEPT: Part of the N 1/2 of the NW 1/4 of Section 1 Township 17 North, Range 30 West. Being more particularly described as follows, to-wit: From the Southeast corner of the SW 1/4 of Section 36, Township 18 North, Range 30 West run West 1027.50 feet thence South 396.0 feet; thence West 109.5 feet, thence South 8.04 feet to the POINT OF BEGINNING. Thence run South 9.79 feet; thence West 60.0 feet; thence South 6.17 feet; thence West 145.0 feet; thence North 8.6 feet; thence North 87°56'38" East 205.13 feet to the POINT OF BEGINNING.

Commonly known as 215 W. Maple Ave., Springdale, Washington County, Arkansas

Tax Parcel No. 815-27684-000



**WHEREAS**, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

**WHEREAS**, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

**WHEREAS**, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

**WHEREAS**, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

**WHEREAS**, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:**

**Section 1.** That the structure located at 215 W. Maple Ave., Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to **raze** (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The **manner** of razing (demolishing) and removing said structure shall be to **dismantle** by hand or **bulldoze** and then dispose of all debris, completely cleaning up the property to **alleviate** any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

**Section 4. EMERGENCY CLAUSE:** The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing **detriment** to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this 12<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Doug Sprouse, MAYOR

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



## Office Of The City Attorney

201 Spring Street  
Springdale, Arkansas 72764  
Phone (479) 756-5900  
Fax (479) 750-4732  
[www.springdalear.gov](http://www.springdalear.gov)

October 24, 2017

Ernest B. Cate  
City Attorney  
[ecate@springdalear.gov](mailto:ecate@springdalear.gov)

Taylor Samples  
Senior Deputy  
City Attorney  
[tsamples@springdalear.gov](mailto:tsamples@springdalear.gov)

Sarah Sparkman  
Deputy City Attorney  
[ssparkman@springdalear.gov](mailto:ssparkman@springdalear.gov)

David D. Phillips  
Deputy City Attorney  
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Lynda Belvedresi  
Case Coordinator/  
Victim Advocate  
[lbelvedresi@springdalear.gov](mailto:lbelvedresi@springdalear.gov)

Steve Helms  
Investigator  
[shelms@springdalear.gov](mailto:shelms@springdalear.gov)

Cindy Horlick  
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Assistant/Paralegal  
[chorlick@springdalear.gov](mailto:chorlick@springdalear.gov)

Jacque Roth  
Docket Coordinator/  
Discovery Clerk  
[jroth@springdalear.gov](mailto:jroth@springdalear.gov)

### **CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Phillip Stephen Hollis,  
Administrator of Estate of Marjorie B. Hollis  
215 W. Maple Ave.  
Springdale, AR 72764

Melissa A. Burton  
The Elder Law Practice of Whatley & Elrod, PLLC  
4700 S. Thompson, C103  
Springdale, AR 72764

RE: Property located at 215 W. Maple Ave., Springdale, Washington  
County, Arkansas,  
Tax Parcel No. 815-27684-000

Dear Mr. Hollis and Ms. Burton:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 215 W. Maple Ave. and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 215 W. Maple Ave., Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, December 4, 2017, in the multi-purpose room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, December 12, 2017. This



meeting will take place in the Council chambers on the first floor of the City Administration Building. I strongly encourage you to attend these meeting.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity, the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Sarah Sparkman  
Deputy City Attorney

enclosure  
SS:ch

cc: Mike Chamlee, Chief Building Official  
Tom Evers, Chief Building Inspector

Larry McCredy  
REECE MOORE PENDERGRAFT, LLP  
75 N. East Ave., #500  
Fayetteville, AR 72701

AFFIDAVIT

STATE OF ARKANSAS                     )  
  )SS  
COUNTY OF WASHINGTON            )

I, Steve Helms, upon my oath, state as follows:

1. That I am the Investigator for the Springdale City Attorney's Office.
2. That on November 27, 2017, I personally served upon Phillip Stephen Hollis a letter dated October 24, 2017 from Sarah Sparkman, Deputy City Attorney, regarding the property at 215 W. Maple Ave. Mr. Hollis advised that he had received the letter by regular mail also.

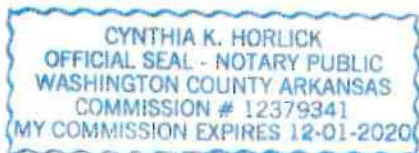
FURTHER, affiant sayeth naught.


  
\_\_\_\_\_  
Steve Helms

SUBSCRIBED AND SWORN to before me, a Notary Public, this 27<sup>th</sup> day of November, 2015.

My Commission Expires:

12/20/2020



  
\_\_\_\_\_  
Notary Public

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><b>Melissa A. Burton</b>  <b>The Elder Law Practice of Whatley &amp; Elrod, PLLC</b>  <b>4700 S. Thompson, C103</b>  <b>Springdale, AR 72764</b></p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number          (Transfer from service label)</p>		<p>7016 1370 0001 6034 8392</p>	
PS Form 3811, July 2013		Domestic Return Receipt	



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY OF SPRINGDALE PUBLIC WORKS DEPARTMENT TO RENEW A CONTRACT FOR UNIFORMS WITH CINTAS CORPORATION; TO WAIVE COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Public Works Department for the City of Springdale, Arkansas, has been presented with a contract from Cintas Corporation for uniforms, a copy of said contract being attached hereto as Exhibit “A” and made a part hereof;

**WHEREAS**, it has come to the attention of the City Council that because the Public Works Department has rented uniforms (including cleaning related services) from Cintas Corporation in the past, and the Public Works Department wants to keep the same uniform, and because Cintas Corporation is conveniently located and has provided good service in the past with reasonable prices, it is in the best interest of the Public Works Department to renew said contract and waive competitive bidding.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that the Public Works Department is hereby authorized to extend the contract with Cintas Corporation for the rental and cleaning of uniforms for Public Works Department employees, at the prices set forth in the Contract attached hereto as Exhibit “A”; further, the requirement of competitive bidding is hereby waived as it is not deemed feasible or practical for the reasons herein stated.

**Emergency Clause.** It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Doug Sprouse, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Denise Pearce, City Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**Ernest Cate, City Attorney**



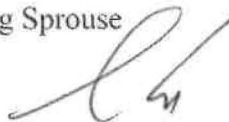
## Public Works Department

Streets and Public Facilities  
269 East Randall Wobbe Lane  
Springdale, Arkansas 72764  
479.750.8135

### MEMORANDUM

Date: November 16, 2017

To: Mayor Doug Sprouse

From: Sam Goade 

CC: Ernest Cate, City Attorney

RE: Cintas Corporation Uniform Contract for Public Works

Our five-year uniform contract with Cintas is up for renewal. I have attached a proposed five-year contract from Cintas starting in November, 2017. Some key points are:

1. The attached contract proposal shows a 0.11% cost increase over the term of the contract compared to our expiring contract. In other words, Cintas is proposing a five-year uniform contract at essentially the same cost as the previous contract.
2. Cintas is a local company employing 150 Springdale workers
3. Cintas has provided uniforms for the Public Works Department for over 20 years and provides the highest level of customer service
4. Because of our long standing partnership with Cintas coupled with a contract proposal with the aforementioned costs savings plus the fact they are a local company employing Springdale citizens I would like to submit an ordinance to waive competitive bidding and enter into a five-year uniform rental service agreement with Cintas.

I have attached a DRAFT copy of an ordinance to waive competitive bidding. If you concur with my recommendation I will ask Rose to add this to the next available Ordinance Committee meeting agenda.





# STANDARD RENTAL SERVICE AGREEMENT

Exhibit "A"

Location No. 065 Contract No. 88138 Customer No. 714, \$308 Date 11/14/17  
Customer Springdale Public Works Phone 479-750-8842  
Address 294 W. Randall Walker Lane City Springdale State AR Zip 72744

## UNIFORM RENTAL PRICING:

Business Index

Dynamics ID

Item #	Description	Unit Price
935	Cintas Comfort Shirt	.18
894	Cintas Jean	.245
945	Comfort Pant	.234
395	Women's Canary Pant	.234
970	Cintas Hip Length Jacket	0.00

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem \$ 1.95 ea
- Company Emblem \$ 2.95 ea
- Custom Emblem \$ 1.95 ea
- Embroidery \$ 1.95 ea
- COD Terms \$ 1.95 per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item 2160 % of Inventory 10 \$ .40 ea
- Automatic Lost Replacement Charge: Item 2161 % of Inventory 10 \$ .45 ea
- Makes-Up Charge \$ 1.95 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ .20 per garment
- Seasonal Sleeve Change \$ 3.00 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Shop Towel Container \$ 1.95 per week.
- Artwork Charge for LogoMat \$ 1.95
- Uniform Storage Lockers: \$ 1.95 ea/week, Laundry Lock-up: \$ 1.95 ea/week Shipping: \$ 1.95
- Service Charge \$ 4.00 per delivery
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employees size changed within 4 weeks of add-on or installation.
- Uniform Advantage \$ .08 per garment Premium Advantage \$ .16 per garment
- Uniform Advantage and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The customer or company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ 1.95 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
- Prep Advantage \$ 1.95 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other

## FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq	Unit Price
2477	3x5 Scraper mat	EDW	2.25
2477	3x5 Scraper mat	W	2.00
2431	27" dust mop	W	1.10
2160	Red shop towels	EDW	.10
2161	White shop towels	EDW	.11

And all other items listed on following addendums

- ☐ Initial and check box if Unilease. All garments will be cleaned by Customer.
- ☐ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.
- ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer Certifies ☒ it is ☐ is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. 065 CUSTOMER: Please Sign Name \_\_\_\_\_  
By Anthony Hardidge Please Print Name \_\_\_\_\_  
Title Service Manager Please Print Title \_\_\_\_\_  
Accepted-GM: \_\_\_\_\_ E-mail \_\_\_\_\_





# Exhibit A

## STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specially apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any nonstandard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and size designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
11. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other similar service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local governmental body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Company.

Exhibit A



November 16, 2017

This letter constitutes a rider between Springdale Public Works and Cintas Corporation #065 service agreement, numbers 714, 8368 and ~~88~~138, giving Springdale Public Works an option to cancel or renew at the anniversary date for four (4) consecutive years.

Cintas Corporation Loc. 065

Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Springdale Public Works

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Exhibit  
A



SPRINGDALE PUBLIC WORKS  
UNIFORM PRICING

ITEM	DESCRIPTION	FREQUENCY	INVENTORY	PRICE
935	Comfort Shirt	Weekly	11	\$0.180
894	Cintas Jean	Weekly	11	\$0.245
945	Comfort Pant	Weekly	11	\$0.234
395	Womens Cathy Pant	Weekly	11	\$0.236
	Cintas Hip Length			
970	Jacket	Weekly	2	\$0.000

Cintas Corporation Loc. 065

Springdale Public Works

Print Name \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



Exhibit  
A



SPRINGDALE PUBLIC WORKS  
FACILITY ITEMS PRICING

ITEM	DESCRIPTION	FREQUENCY	INVENTORY	PRICE
		Every Other		
2477	3X5 Scraper Mat	Week	3	\$2.25
2477	3X5 Scraper Mat	Weekly	3	\$2.00
2631	22" Dust Mop	Weekly	4	\$1.10
		Every Other		
2160	Red Shop Towels	Week	200	\$0.10
	White Shop	Every Other		
2161	Towels	Week	50	\$0.11
		Every Other		
2191	Fender Covers	Week	2	\$1.00
		Every Other		
2700	Terry Towels	Week	50	\$0.22
		Every Other		
84215	3x4 Red Mat	Week	9	\$4.00
		Every Other		
84230	3x4 Gray Mat	Week	3	\$4.00
6913	Wet Mop	Weekly	1	\$2.00
	Urinal Mat			
6680	Service	Weekly	3	\$1.25

Cintas Corporation Loc. 065

Springdale Public Works

Print Name \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



Exhibit  
A

Cintas Corporation  
580 N Monitor Road  
Springdale, AR 72764

November 16, 2017

There will not be any increases for the first and second anniversary dates of the agreement. Upon the anniversary of the third year, there will be an increase of 2% and upon the anniversary of the fourth year, there will be an increase of 2%.

Cintas Corporation Loc. 065

Springdale Public Works

Print Name \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## SPRINGDALE PUBLIC WORKS DEPARTMENT

### UNIFORM PRICING & FACILITY SERVICES BID SUBMITTED BY CINTAS CORPORATION ON OCT 2017

Item # Code (Cintas Corporation)	Number of Employees Using Item Code	Description of Uniform Type	Item Inventory Issued to Employee	Uniform Changes Provided to Employee	Weekly Cost for Item	Weekly Cost for Uniformed Employees	Annual Cost for Uniformed Employees First Year	Annual Cost for Uniformed Employees Second Year 0% Increase	Annual Cost for Uniformed Employees Third Year 2% Increase	Annual Cost for Uniformed Employees Fourth Year 2% Increase	Annual Cost for Uniformed Employees Fifth Year 0% Increase
935	41	Comfort Work Shirt	11	5	\$ 1.98	\$ 81.18	\$ 4,221.36	\$ 4,221.36	\$ 4,305.79	\$ 4,391.90	\$ 4,391.90
894	38	Denim Jeans	11	5	\$ 2.70	\$ 102.60	\$ 5,335.20	\$ 5,335.20	\$ 5,441.90	\$ 5,550.74	\$ 5,550.74
945	1	Comfort Work Pants	11	5	\$ 2.58	\$ 2.58	\$ 134.16	\$ 134.16	\$ 136.84	\$ 139.58	\$ 139.58
395	1	Womens Pants	11	5	\$ 2.60	\$ 2.60	\$ 135.20	\$ 135.20	\$ 137.90	\$ 140.66	\$ 140.66
970	41	Work Jackets	2	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106	3	Service Charge (Weekly)			\$ 18.00	\$ 18.00	\$ 936.00	\$ 936.00	\$ 954.72	\$ 973.81	\$ 973.81
Total		125					\$ 206.96	\$ 10,761.92	\$ 10,761.92	\$ 10,977.16	\$ 11,196.70

### FACILITY SERVICES

Item # Code (Cintas Corporation)	Inventory issued to Public Works	Description of Facility Service Item	Frequency of Service	Unit Price/Item	Weekly Cost	Annual Cost for First Year of Contract	Annual Cost for Second Year 0% Increase	Annual Cost for Third Year 2% Increase	Annual Cost for Fourth Year 2% Increase	Annual Cost for Fifth Year 0% Increase
2477	3	Scraper Mat	EOW	\$ 2.25	\$ 3.38	\$ 175.50	\$ 175.50	\$ 179.01	\$ 182.59	\$ 182.59
2477	3	Scraper Mat	Weekly	\$ 2.00	\$ 6.00	\$ 312.00	\$ 312.00	\$ 318.24	\$ 324.60	\$ 324.60
2631	4	22-inch Dust Mop	Weekly	\$ 1.10	\$ 2.20	\$ 114.40	\$ 114.40	\$ 116.69	\$ 119.02	\$ 119.02
2160	200	Red Shop Towels	EOW	\$ 0.10	\$ 10.00	\$ 520.00	\$ 520.00	\$ 530.40	\$ 541.01	\$ 541.01
2161	50	White Shop Towels	EOW	\$ 0.11	\$ 2.75	\$ 143.00	\$ 143.00	\$ 145.86	\$ 148.78	\$ 148.78
2191	2	Fender Covers	EOW	\$ 1.00	\$ 1.00	\$ 52.00	\$ 52.00	\$ 53.04	\$ 54.10	\$ 54.10
2700	50	Terry Towels	EOW	\$ 0.22	\$ 1.21	\$ 62.92	\$ 62.92	\$ 64.18	\$ 65.46	\$ 65.46
84215	9	3x4 Red Mat	EOW	\$ 4.00	\$ 18.00	\$ 936.00	\$ 936.00	\$ 954.72	\$ 973.81	\$ 973.81
84230	3	3x4 Gray Mat	EOW	\$ 4.00	\$ 6.00	\$ 312.00	\$ 312.00	\$ 318.24	\$ 324.60	\$ 324.60
6913	1	Wet Mop	Weekly	\$ 2.00	\$ 2.00	\$ 104.00	\$ 104.00	\$ 106.08	\$ 108.20	\$ 108.20
6680	3	Urinal Mat	Weekly	\$ 1.25	\$ 3.75	\$ 195.00	\$ 195.00	\$ 198.90	\$ 202.88	\$ 202.88
Total						\$ 56.29	\$ 2,926.82	\$ 2,926.82	\$ 2,985.36	\$ 3,045.06

Total Annual Cost of Uniforms and Facility Services Over the Five-Year Contract Period

\$13,688.74 \$13,688.74 \$13,962.51 \$14,241.76 \$14,241.76

Total Estimated Cost of Total Contract

\$69,823.52



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT FOR TRANSIT SERVICES**

**WHEREAS**, there is a continued need for transit services in Springdale, and

**WHEREAS**, Ozark Regional Transit has proposed to continue the service for the same amount as last year, and

**WHEREAS**, the funds for this service are included in the 2018 budget adopted by the City Council;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute an agreement for transit services for 2018 for the amount of \$265,000.

**PASSED AND APPROVED** this 9<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**AGREEMENT FOR TRANSIT SERVICES**

**WHEREAS**, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and;

**WHEREAS**, the City of Springdale, Arkansas (City) is a member of said authority; and,

**WHEREAS**, ORT has been providing public transportation to the citizens of the City; and,

**WHEREAS**, the City has agreed to provide funding for transit services from its General Fund; and,

**WHEREAS**, the City is agreeable to such.

**NOW, THEREFORE, IT IS AGREED:**

1. ORT will continue to provide services to the citizens of the City of Springdale as has been traditionally provided in the past.
2. For the sum of \$265,000, ORT will provide services as follows:
  - a. Fixed route services within the City.
  - b. Associated ADA Para-Transit services.
  - c. Available Demand Response services to those citizens that are not covered by the ADA Para-Transit service.
3. It is anticipated that the revenue to fund these activities will be approximately \$265,000. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than this amount then any such overage will be retained by the City. If the anticipated revenue is less than \$265,000 then the City shall pay the difference from other funding sources.
4. The revenue referred to herein shall be remitted in 1 installment. The lump sum shall be due to ORT before January 30, 2018.
5. The term of this Agreement shall be from January 1, 2018 through December 31, 2018; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
6. ORT shall make monthly reports to the City and furnish any and all information request by the City.
7. The term of this Agreement shall be from January 1, 2018, through December 31, 2018. However, it shall renew annually and automatically and include any pay increases approved by the City Council, unless agreed to otherwise by the parties.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Ozark Regional Transit**

By: \_\_\_\_\_

Joel Gardner  
Executive Director  
Ozark Regional Transit

**City of Springdale, Arkansas**

By: \_\_\_\_\_

Mayor, City of Springdale, Arkansas